O

O'MELVENY & MYERS LLP

LOS ANGELES	1625 Eye Street, NW	SILICON VALLEY
CENTURY CITY	Washington, D.C. 20006-4001	TYSONS CORNER
IRVINE		BEIJING
NEWPORT BEACH	TELEPHONE (202) 383-5300	HONG KONG
NEW YORK	FACSIMILE (202) 383-5414	LONDON
SAN FRANCISCO	INTERNET. www.omm.com	SHANGHAI

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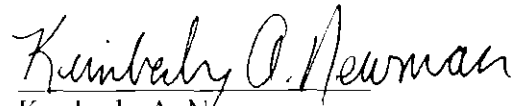knewman@omm.com

September 16, 2003

Marlene H Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
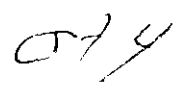Washington. DC 20554

Re: _WC Docket No. 02-359_

Dear Ms. Dortch

Enclosed for filing in the above-captioned proceeding are an original and four copies of the Joint Decision Point List, as well as a 3 ½ floppy disk containing an electronic Word version in read-only format Pursuant to paragraph H(3) of the August 25, 2003 Procedural Order issued in this case, we have enclosed an additional eight copies for the arbitrator, William Maher Thank you.

Sincerely,

Kimberly A Newman
of O'Melveny & Myers LLP

Stephen P Perkins / by permission
Stephen P Perkins
Cavalier Telephone. L L C

CR/y

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D C. 20554

In the Matter of	)
	)
Petition of Cavalier Telephone, LLC	)
Pursuant to Section 252(e)(5) of the	)
Communications Act for Preemption	)
of the Jurisdiction of the Virginia State	)
Corporation Commission Regarding	)
Interconnection Disputes with Verizon	)
Virginia, Inc and for Arbitration	)

WC Docket No 02-359

CERTIFICATE OF SERVICE

I certify that on the 16th day of September, 2003, the Joint Decision Point List in the above-captioned proceeding was served on the following parties·

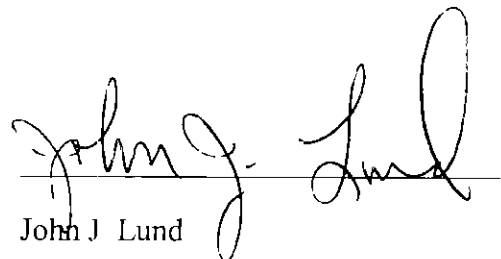### Via Overnight Delivery and Electronic Mail

Stephen T Perkins
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
sperkins@cavtel.com

Martin W Clift, Jr
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, VA 23227-4342
mclift@cavtel.com

Richard U Stubbs
Cavalier Telephone Mid-Atlantic, LLC
965 Thomas Drive
Warminster, Pennsylvania 18974
rstubbs@cavtel com

Via Electronic Mail:

Ms Terri Natoli (tnatoli@fcc.gov)
Mr Jeremy Miller (jeremy.miller@fcc.gov)
Mr Brad Koerner (bkoerner@fcc gov)
Mr Marcus Maher (marcus maher@fcc gov)
Mr Richard Lerner (rlerner@fcc.gov)
Mr John Adams (john.adams@fcc gov); and
Ms Margaret Dailey (mdailey@fcc gov)

John J Lund

JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
Issue C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)? (§ 9.6).	**9.6 - Network Rearrangements.** If either Party rearranges its network in a manner which makes it necessary for the other Party to move existing facilities or establish new facilities in order to maintain the same level of service and interconnection as existed before the rearrangement, then the Party making the rearrangement shall compensate the other Party for the reasonable costs that the other Party incurs in accommodating the rearrangement, unless both Parties reach agreement in writing as to a different allocation of such costs	Cavalier believes that Verizon should compensate Cavalier for Cavalier's out-of-pocket expenses incurred when Verizon initiates network rearrangements, such as tandem re-homing that are intended to benefit Verizon	9.6 - No proposed language	Cavalier's proposed Section 9 6 would require Verizon to pay for Cavalier's own network rearrangements whenever they relate in some way to changes that Verizon has to make to its own network

Cavalier's proposed language would inappropriately shift its costs of interconnection to Verizon

Rearrangements such as tandem re-homing clearly benefit all carriers No state has ever required Verizon to subsidize network rearrangement costs for CLECs Because of the parties' interconnection architecture, Verizon bears the larger proportion of network rearrangement costs |
| **Issue C3:** Should meet-point billing be improved as set forth in Cavalier's Virginia arbitration petition? (§§ 1.12(b), 1.46, 1.48, 1.62(a), 1.87, 5.6.6, 5.6.6.1, 5.6.6.2, and 7.2.2) | **1.12(b)** - "Carrier Identification Code" or "CIC" is a numeric code assigned by the North American Numbering Plan (NANP) Administrator for the provisioning of selected switched services The numeric code is unique to each entity and is used to route the call to the trunk group designated by the entity to which the code was assigned

1.46 - "Jurisdiction Information Parameter" or "JIP" is a numeric | Cavalier believes that Verizon's meet-point billing procedures need to be revised so that Cavalier receives sufficient information to bill the appropriate originating or transiting party who sent it traffic | **1.12(b)** - No proposed language.

1.46 - No proposed language.

1.48 - No proposed language

1.62(a) - No proposed language (Cavalier renumbered Verizon's proposed 1 62(a))

1.87 - "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on | Verizon's proposed contract language requires it to provide information to Cavalier consistent with guidelines set by the industry's Ordering and Billing Forum ("Industry Guidelines") in accordance with the *Virginia Arbitration Order*

Cavalier s proposals impose additional requirements for providing billing data on Verizon which the Bureau has previously rejected and which unfairly punish |

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	code included in the Initial Address Message for a call, as specified in American National Standards Institute (ANSI) standard T1 113 3 §3 23A The procedures for the JIP are specified in ANSI T1 113 4 §2 1 10C The Address Signal field of the JIP identifies the originating local network for the call **1.48** - "Local Routing Number" or "LRN" is a 10-digit number in the Service Control Point (SCP) database maintained by the Numbering Portability Administration Center (NPAC), used to identify a switch with ported numbers **1.62(a)** - "Operating Company Number" or "OCN" is a four-place alphanumeric code that uniquely identifies providers of local telecommunications service and is required of all service providers in their submission of utilization and forecast data **1.87** - "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on either Party's network or the network of another carrier (competitive local exchange carrier, independent telephone company, commercial mobile radio service		Cavalier's network (either as a facilities-based carrier or through Cavalier's purchase of unbundled Network Elements), and is transported through a Verizon Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC that subtends the relevant Verizon Tandem to which Cavalier delivers such traffic substantially unchanged In these cases, neither the originating nor terminating Customer is a Customer of Verizon "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement **5.6.1** - Terms and Conditions for Meet Point Billing are addressed in Section 6 only **5.6.6** - Each Party shall pass Calling Party Number ("CPN") information on each call carried over the Interconnection Trunks Except as set forth in Sections 4 2 7 15(c) and 5 7 6 9 of this Agreement with respect to the determination of V/FX Traffic (as such traffic is defined in Section 4 2 7 15(c)) and billing of applicable charges in connection	Verizon for deficiencies in information that is generated by the originating carrier Verizon does not control the completeness or accuracy of the information it receives from other carriers and that Verizon, in turn, passes to Cavalier for billing Thus, Cavalier's proposal to penalize Verizon financially if Cavalier does not receive its desired information makes no sense Cavalier's proposals, if adopted, would effectively gut the Industry Guidelines

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	(CMRS) carrier, or other local exchange carrier) and is transported through either Party's switch that performs a tandem function to either Party or another carrier that subtends the relevant switch (performing a tandem function), to which such traffic is delivered substantially unchanged "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement **5.6.1** - Additional Terms and Conditions for Meet Point Billing are addressed in Section 6 **5.6.6** - To facilitate accurate billing to the originating carrier, each Party shall pass sufficient information to allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP information on each call, including Transit Traffic, carried over the Interconnection Trunks The Parties agree to use appropriate information in the form of CPN, CIC, LRN, OCN, and/or JIP information. as set forth below **5.6.6.1** - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN. CIC, LRN, OCN, and/or		with such V/FX Traffic, the Parties agree to use CPN information as set forth below **5.6.6.1** - If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic. as provided in this Agreement (including Exhibit A and applicable Tariffs), for which CPN is passed For the remaining (up to five percent (5%) of) calls without CPN information. the receiving Party shall bill the originating Party for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A	

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	JIP, on ninety-five percent (95%) or more of the calls that it sends to the other Party, then the receiving Party shall bill the originating carrier the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), for which sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, is passed For the remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP information, the receiving Party shall bill the other carrier for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and		and applicable Tariffs), in direct proportion to the minutes of use of calls passed with CPN information **5.6.6.2** - If the originating Party passes CPN on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without CPN which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic For any remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic **6.3.9** - Cavalier shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records), recorded at the Cavalier end office switch, on magnetic	

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	applicable Tariffs), in direct proportion to the minutes of use of calls passed with sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, **5.6.6.2** - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the other Party the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without sufficient information to allow proper billing of traffic. in the form of CPN, CIC, LRN, OCN, and/or JIP, which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic For any remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP. the receiving Party shall bill the other Party the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed		tape or via such other media as the Parties may agree, no later than ten (10) business days after the date the usage occurred **7.2.2** - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5 Cavalier shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and any applicable industry guidelines with respect to any exchange of records between the Parties	

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, unless the Parties agree that other rates should apply to such traffic. Notwithstanding any other provision of this Agreement, if the receiving Party is not compensated for traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, then the other Party must cease routing such traffic from its switch(es) to the receiving Party upon ten (10) days' written notice to the other Party. If the receiving Party is not compensated for such traffic, and the other Party does not cease routing such traffic upon ten (10) days' written notice from the receiving Party, then the receiving Party may cease receiving or terminating such traffic immediately, without further notice or any liability whatsoever to the other Party **6.3.9** - Cavalier shall provide Verizon via SS7 signaling adequate information to allow Verizon to generate billable call records from its own switch(es), no later than ten (10) business days after the date the usage occurred			

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	7.2.2 - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5 Each Party shall deliver each Transit Traffic call to the other Party with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by the receiving Party and billing functions In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties For such Transit Traffic, each Party shall also deliver other necessary information consistent with industry guidelines. such information shall be sufficient to allow proper billing of such Transit Traffic, including but not limited to CPN, CIC, LRN, OCN, and/or JIP information			
Issue C4: Should Cavalier be required to pay the unspecified charges of non-parties to the agreement, as determined at the sole discretion of such non-parties? (§ 7.2.6)	7.2.6 - Each party shall pay the other party for Transit Service that the paying party originates, at the rate specified in Exhibit A, plus any additional charges or costs that the terminating CLEC, ITC. CMRS carrier, or other LEC, properly imposes or levies on the compensated party for the delivery or termination of such traffic, including any Switched Exchange	Cavalier does not believe that it should be liable for unspecified third-party charges, without limiting the manner in which such charges are accessed and without any reciprocal obligation from Verizon to pay similar third-party charges assessed against Cavalier	7.2.6 - Cavalier shall pay Verizon for Transit Service that Cavalier originates at the rate specified in Exhibit A Cavalier agrees to indemnify and hold Verizon harmless for any and all charges or costs the terminating CLEC, ITC. CMRS carrier. or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic.	This issue involves transit calls that Cavalier originates and then sends to a Verizon tandem, which Verizon sends to a third carrier for termination on behalf of Cavalier If Verizon is billed by the terminating carrier. it should be able to pass these charges on to the originating carrier. Cavalier – the only party with a direct relationship with the customer and

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	Access Service charges		including any Switched Exchange Access Service charges in accordance with the procedures set forth in Section 24 of this Agreement

7.2.7 - If or when a third party carrier's Central Office subtends a Cavalier Central Office, then Cavalier shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Cavalier as defined in this Section 7 2 such that Verizon may terminate calls to a Central Office of a CLEC, ITC, CMRS carrier, or other LEC that subtends a Cavalier Central Office ("Reciprocal Tandem Transit Service") Cavalier shall offer such Reciprocal Tandem Transit Service arrangements under the terms and conditions no less favorable than those provided in this Section 7 2 | therefore the party that is responsible for the charges associated with the customer's calls.

Verizon is willing to dispute charges from the terminating carrier that Cavalier feels were not "properly imposed," provided that Cavalier indemnifies Verizon for any charges that are determined to be legitimate This alternative enhances Cavalier's administrative efficiency, but without forcing Verizon to pay charges that are Cavalier's responsibility

Verizon also agrees in principle to make the parties' transit obligations reciprocal, but proposes to reflect those reciprocal obligations in a single section rather than in multiple sections, as Cavalier proposes |
| **Issue C5: Should Verizon be required to render affirmative but reasonably limited assistance to Cavalier in coordinating direct traffic exchange agreements with third parties? (§ 7.2.8)** | 7.2.8 - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic Each party shall provide affirmative but reasonably limited assistance to assist the other | Cavalier believes that Verizon should help Cavalier negotiate direct traffic-exchange agreements with third parties, when Verizon is involved through issues such as the payment of reciprocal compensation for transited traffic | 7.2.8 - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic Upon request, Verizon shall provide to Cavalier names, addresses and | Nothing in the Act requires ILECs to help CLECs negotiate traffic exchange agreements with third-party carriers

Verizon's proposed language provides that it will not hamper any negotiations between Cavalier and carriers for whom Verizon |

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	party in negotiating direct and reciprocal traffic exchange agreements with any carriers to which that party originates, or for whom that party terminates, traffic Such affirmative but reasonably limited assistance shall consist of timely providing information, timely responding to inquiries, and (to the extent that other time and resource demands allow) participating in discussions and negotiations with third parties Such affirmative but reasonably limited assistance shall also be limited to situations in which the party providing such assistance is materially involved in the exchange of traffic that is subject to the direct and reciprocal traffic exchange agreement that the other party is negotiating or seeking to negotiate In no instance shall either party's assistance be required when it is manifestly and objectively clear that the other party is merely refused interconnection by a third party in a way that could be timely and effectively redressed by action of the Virginia State Corporation Commission or some other forum		phone numbers of points of contact of CLECs, ITCs, CMRS providers and/or other LECs with which Cavalier wishes to establish reciprocal Telephone Exchange Service traffic arrangements in the Commonwealth of Virginia, provided that Verizon has such information in its possession Cavalier may, but is not required to, provide evidence or documentation of Transit Traffic sent to Verizon by Cavalier and terminated to a CLEC, ITC. CMRS carrier or other LEC Verizon may, but is not required to, use such Transit Traffic evidence or documentation to dispute the bills Verizon receives from the relevant CLEC, ITC, CMRS carrier or other LEC If Verizon disputes a bill based on Transit Traffic documentation or evidence provided by Cavalier, Cavalier agrees to indemnify Verizon and hold Verizon harmless as to any claims by the billing CLEC, ITC, CMRS carrier or other LEC in accordance with the procedures set forth in Section 24 of this Agreement	provides transit services Cavalier can invest in resources to analyze the data that Verizon provides through its signaling stream and billing tapes Verizon's proposal to provide Cavalier the names, addresses and phone numbers of points of contact of carriers with which Cavalier wishes to establish traffic arrangements in Virginia (provided that Verizon has such information in its possession) provides the "reasonably limited assistance" that Cavalier claims to seek
Issue C6: Should **Verizon effect appropriate changes to**	7.3.9 - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any	Cavalier has long been refused payment for E911-related services because of municipal	7.3.9 - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer	Cavalier proposes that Verizon modify its E911 *retail* tariff, which is not a matter that the Bureau

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
its E911 traffics and procedures to accommodate the provision of some E911-related services by CLECs such as Cavalier, as set forth in Cavalier's Virginia arbitration petition? (§§ 7.3.9, 7.3.10)	technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements Further, within sixty (60) days from the effective date of this agreement, Verizon and Cavalier shall send a joint letter to the PSAPs, county or municipal coordinators explaining technical, operational, and compensation procedures applicable to each party regarding the 911/E911 arrangements

7.3.10 - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A However, Verizon shall not charge the PSAPs or any county or municipal coordinators for any 911/E911 functions that Cavalier performs Until Verizon Tariff No 211, Section 14 C is updated to provide for adjusted charges that properly account for Cavalier's performance of any 911/E911 functions, Verizon shall reduce its charges to PSAPs or county or municipal coordinators to reflect the applicable Cavalier charges for 911/E911 functions performed by Cavalier, or Verizon shall enter into some other arrangement agreed to by Cavalier and the PSAPs or county or municipal coordinators to the same effect | concerns about "double billing," and Cavalier believes that Verizon should be required to cooperate with Cavalier in effecting an arrangement under which Cavalier is properly compensated | any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements

7.3.10 - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A | should decide in an arbitration proceeding under Sections 251 and 252 of the Act

The Virginia SCC has already initiated a proceeding to address how parties should tariff retail charges for E911 That proceeding, rather than this arbitration, is the appropriate place for Cavalier's issues to be decided

Cavalier's E911 rates are not connected to Verizon's E911 rates Verizon's E911 tariff provides for the recovery of fixed costs Verizon incurs as the administrator of the E911 system Verizon's fixed E911 costs do not decrease when a competitor also offers E911 service Verizon's E911 costs are not consumer-specific and do not decrease as customers move to Cavalier or any other CLEC

Cavalier's recovery of its E911 costs from its retail customers is a matter between Cavalier and those retail customers, and does not involve Verizon |

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
Issue C9: Should the agreement include language to address inconsistency between the results obtained by Verizon and by Cavalier from the loop prequalification database, to allow Cavalier to provide xDSL services on loops over 18,000 feet in length, and do adopt pricing for loop conditioning and loops used by Cavalier to provide xDSL service? (§§ 11.2 and Exhibit A)	**11.2 – Loops** Subject to the conditions set forth in Section 11 7, Verizon shall allow Cavalier to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11 2 The following enumeration of specific loop types in this Agreement does not preclude Cavalier from requesting, to the extent Verizon is required to provide under Applicable Law, additional Loop types The available Loop types are as set forth below **11.2.1** - "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling The service is more fully described in Verizon TR-72565, as revised from time to time If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered loop-start, ground-start. loop-reverse-battery, and no signaling Customer-specified signaling is more fully	Cavalier believes that appropriate rates, terms, and conditions should govern the provision of loops over which Cavalier provides xDSL services Specifically, Verizon's loop prequalification database should return consistent results, Cavalier should be allowed to provision xDSL services over long loops, Verizon should condition loops at reasonable rates, and Verizon should not improperly limit Cavalier's provision of certain types of xDSL service through spectral density masks	**11.2.12** - "Digital Designed Loops" are comprised of designed loops that meet specific Cavalier requirements for metallic loops over 18k ft or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops "Digital Designed Loops" may include requests for A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft , unloaded. with bridged tap(s) removed, at Cavalier's option, B) a 2W ADSL Loop of 12k to 18k ft with bridged tap(s) removed, at Cavalier's option, C) a 2W ADSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option. D) a 2W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option, E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option. F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics, G) a 2W SDSL Loop with bridged tap(s) removed, at Cavalier's option,	Verizon proposes xDSL loop qualification language that is consistent with what Verizon offers other CLECs in Virginia, and contains the same tools that the Virginia SCC and the Commission have already approved Cavalier eliminates all of Verizon's language regarding the DSL loop qualification process, but proposes no alternative language Cavalier's apparent rejection of the loop qualification process is at odds with numerous Commission rulings By deleting all of Verizon's loop pre-qualification language, Cavalier cannot even obtain the loops necessary to offer data service to its customers Cavalier has not, in any event, produced any cost support for different rates

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	described in Verizon TR-72570, as revised from time to time **11.2.2** - "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals The service will operate with one of the following signaling types that may be specified when the service is ordered loop-start, ground-start, loop-reverse-battery, duplex, and no signaling The service is more fully described in Verizon TR-72570, as revised from time to time **11.2.3** - "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T 1601-1998 and Verizon TR 72575, as revised from time to time In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels Verizon will provide loop extension equipment only upon request **11.2.4** - "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a		H) a 2W IDSL Loop of less than 18k ft with bridged tap(s) removed, at Cavalier's option Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B **11.2.12.1** - Verizon shall make Digital Designed Loops available to Cavalier at the rates as set forth in Exhibit A **11.2.12.2** - The following ordering procedures shall apply to the Digital Designed Loops A Cavalier shall place orders for xDSL Compatible Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties B Verizon is in the process of conducting a mechanized	

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer Verizon will specify to Cavalier whether the upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, are met **11.2.5** - "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair Verizon will specify to Cavalier whether the HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575. Issue 2, as revised from time to time, are met **11.2.6** - "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria Verizon will specify to Cavalier whether the HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, are met **11.2.7** - "2-Wire IDSL-Compatible Metallic Loop" consists of a single		survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals The results of this mechanized survey will be stored in a mechanized database that is made available to Cavalier on a non-discriminatory basis Cavalier may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop provided. however. Cavalier shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if Cavalier chooses not to utilize such database Charges for mechanized loop qualification information, Engineering Query. and manual loop qualification are set forth in Exhibit A C If the Loop is not listed in the mechanized database described in section (B) above, Cavalier must request either a	

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	2-wire non-loaded, twisted copper pair This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1 4 loop spectrum management standard (T1E1 4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop This loop cannot be provided via UDLC IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications **11.2.8** - "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1 4 loop spectrum management standard (T1E1 4/2000-002R3) This UNE loop consists of a single 2-wire non-loaded, twisted copper pair intended to meet Class 2 length limit in T1E1 4/2000-002R3 The data rate achieved depends on the performance of the Cavalier-provided modems with the electrical characteristics associated with the loop		manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop The rates for manual loop qualification and Engineering Query are set forth in Exhibit A If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of Cavalier's valid and accurate request will be generally required before a FOC or a query can be issued to Cavalier with the Loop qualification results Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order D If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e g, because it does not meet the applicable technical parameters set forth in the Loop descriptions above),	

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	11.2.8(a) - "2-Wire MVL-Compatible Loop" is intended to be used with a low-frequency form of digital subscriber line services (in the 25-80 KHz or a reasonably equivalent frequency range) that does not interfere with the transmission of voice traffic Verizon will provision 2-Wire MVL-Compatible Loops up to thirty thousand feet (30,000 feet) in length without restricting the fill rate of such Loops and without otherwise limiting the number of such Loops within a particular binder group in any cables **11.2.9** - "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end Each 4-wire channel is suitable for the transport of 1 544 Mbps digital signals simultaneously in both directions using PCM line code Verizon will provision 4-Wire DS1-compatible Loops in the same manner that it provisions such Loops to its retail customers **11.2.10** - "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop		Cavalier may request an Engineering Query to obtain more information regarding the characteristics of the loop itself Subject to the terms herein, including but not limited to Section 11 2 12 2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification E If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 1 2 12 2(B) above, Verizon will query the service order back to Cavalier for qualification and will not accept such service order until the Loop has been so prequalified (i e manual, mechanized, or engineering query) If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with	

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	simultaneously A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability Verizon shall provide 4-Wire 56 kbps Loops to Cavalier in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the Effective Date 11.2.11 - "DS-3 Loop" will support the transmission of isochronous serial bipolar data at a transmission rate of 44 736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems DS-3 specifications are referenced in Verizon's TR 72575, as revised from time to time Verizon shall provide Cavalier with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available		such services in its existing condition, Verizon will respond back to Cavalier with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap) F Where Cavalier has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e g , the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), Cavalier, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service or if Cavalier is already aware of the	

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	11.2.12 - For all DSL-compatible loops provided by Verizon to Cavalier, whether in a form described in section 11 2 of this Agreement or in the DSL, ADSL, or RADSL forms available through ordering forms on Verizon's graphical user interface (GUI) or otherwise, Verizon shall respond to trouble tickets or trouble reports, and to Cavalier's requests for dispatch or repair services, within the same time intervals that Verizon responds to trouble tickets or trouble reports, or requests for dispatch or repair services, for DS-1 circuits		conditioning required (e g , where Cavalier has previously requested a manual loop qualification or an Engineering Query), Cavalier may submit a service order for a Digital Designed Loop Verizon will undertake to condition or extend the Loop in accordance with this Section 11 2 12 upon receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop G Once a Loop has been pre-qualified, Cavalier will submit a Service Order pursuant to Section 11 2 12 2(A) above if it wishes to obtain the Loop If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition and if the Loop serving the serving address is usable and available to be assigned as a ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition,	

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			but the Loop serving the service address is unusable or unavailable to be assigned for such purpose, Verizon will search the Customer's serving terminal for a suitable spare facility If a Loop compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL compatible Loop facility serving the same location Verizon performs Line and Station Transfers in accordance with the procedures developed in the DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 Standard intervals do not apply when Verizon performs a Line and Station Transfer, and additional charges shall apply as set forth in Exhibit A Upon Cavalier's written request, Verizon shall negotiate in good faith with Cavalier to amend this Agreement to provide mutually agreed upon rates, terms and conditions governing Cavalier's access to unbundled Loops that Verizon is required, pursuant to	

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			Applicable Law, to provide and that may serve as alternatives to xDSL compatible Loops H Notwithstanding the foregoing, if and, to the extent that, Verizon is prohibited by Applicable Law from requiring Cavalier to utilize Verizon's Loop pre-qualification system, Verizon shall not reject Cavalier's order because Verizon's Loop pre-qualification procedure was not performed In such case, when Cavalier opts not to use Verizon's tools to perform Loop pre-qualification, Verizon shall not be responsible for service performance of the Loop until such Loop is qualified according to then-current Verizon Loop qualification procedures In such case, when Cavalier elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures provided, however, Verizon shall not be required to process Cavalier's order if Cavalier elects not to use Verizon loop pre-qualification tools unless and until Cavalier has agreed in writing to pay Verizon's charges or costs incurred as a result of Cavalier's decision not to use Verizon loop pre-qualification	

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			tools or the Commission has issued an order identifying (and authorizing) the specific charge(s) that Cavalier must pay Verizon	
			11.2.12.3 - The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by Cavalier, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows	
			A Three (3) business days will be required following receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order	
			B Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the	

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			Loop requested by Cavalier Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law C After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals **11.2.12.4** - If Cavalier requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order If Cavalier cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, Cavalier shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A If Cavalier cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete. Cavalier shall compensate Verizon for an	

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			Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A	
Issue C10: Should the agreement be amended to modify use of the term "accessible terminal" (§ 11.2.15.1), restore a provisioning interval (§ 11.2.15.8), modify a use restriction (§ 11.2.15.15), and add queue, CO-connectivity-maps, and improved-field-survey terms from Cavalier's Virginia arbitration petition? (§ 11.2.15)	11.2.15.1 - Subject to the conditions set forth in Section 11 7 and upon request, Verizon shall provide to Cavalier access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11 2 15 and the rates set forth in Exhibit A A "Dark Fiber Loop" means two fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between an accessible terminal (such as the fiber distribution frame, or its functional equivalent) located in a Verizon Wire Center and Verizon's accessible terminal located in Verizon's main termination point at the premises of a Customer (such as a fiber patch panel), or between any other two points where a feeder and distribution plant meet, but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic A "Dark Fiber IOF" means two fiber optic strands (a pair) that	Cavalier believes that some modifications to the Commission-approved dark fiber language need to be further modified or eliminated, and that several points of Verizon's dark fiber provisioning should be improved For improvements, Verizon should have an ordering queue similar to that used for physical collocation space, provide industry-standard maps showing central office connectivity, and improve field surveys	11.2.15.1 - Subject to the conditions set forth in Section 11 7 and upon request, Verizon shall provide to Cavalier access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11 2 15 and the rates set forth in Exhibit A A "Dark Fiber Loop" means two fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between an accessible terminal (such as the fiber distribution frame, or its functional equivalent) located in a Verizon Wire Center and Verizon's accessible terminal located in Verizon's main termination point at the premises of a Customer (such as a fiber patch panel), but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic A "Dark Fiber IOF" means two fiber optic strands (a	Cavalier's proposed dark fiber definitions are impermissible under the *Triennial Review Order* Verizon is not required to provide IOF between its central offices and Cavalier's central offices, let alone to a third party CLEC's central office The "dark fiber queue" that Cavalier proposes is nothing like Verizon's queue for physical collocation space, and it is not required by the Act The maps that Verizon currently provides Cavalier upon Cavalier's written request meet Cavalier's need for information about the availability of dark fiber Cavalier has not justified the added complexity and bureaucracy of either a joint field survey or a separate dark fiber Alternative Dispute Resolution process

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	are located within a fiber optic cable sheath between either (a) accessible terminals in two or more Verizon central offices or (b) an accessible terminal in a Verizon central office and an accessible terminal in a Cavalier central office or the central office of a third party with whom Cavalier is interconnected, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic Verizon shall not be required to perform splicing to provide fiber continuity between two locations When Cavalier submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cavalier with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law

11.2.15.2 - Cavalier may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point. i e an existing Verizon accessible terminal, of such | | pair) that are located within a fiber optic cable sheath between either accessible terminals in two or more Verizon central offices, but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic Verizon shall not be required to perform splicing to provide fiber continuity between two locations When Cavalier submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order Notwithstanding anything else set forth in this Agreement, Verizon shall provide Cavalier with access to Dark Fiber Loops and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law

11.2.15.4 - A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR Upon receipt of Cavalier's completed Dark Fiber Inquiry Form, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop(s) or Dark Fiber IOF may be available between the | |